

General Terms and Conditions of Contracts in Mondi Świecie S.A.

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- 1. Preliminary information.** General Terms and Conditions of Contracts (hereinafter referred to as "**GTC**") shall apply to Orders of goods and services submitted by the Customer, i.e. Mondi Świecie S.A. (address: ul. Bydgoska 1, 86-100 Świecie) or another Mondi Group company in Poland (hereinafter referred to as the "**Recipient**"). The "**Supplier**" or "**Customer**" within the meaning of these GTCs is any entity that is not a consumer within the meaning of Article 22¹ of the Polish Civil Code to which the Customer, on the basis of an earlier offer or arrangement, has directed an Order through a person authorized to do so, expressing the will to purchase goods or services for the Customer.

General Terms and Conditions of Contracts used by the Suppliers shall not apply to Orders and contracts regulated by these GTCs, unless the Recipient agrees that they are valid in relation to a specific transaction, in writing or provides consent by electronic means to an e-mail address known to the Parties from the Agreement/Order. Receipt of goods or services shall not constitute consent to the GTC used by the Supplier. The GTC constitute an integral part of each Order submitted by the Recipient and are valid during the entire term of cooperation. Any deviation from the application of these GTC requires the consent of the Recipient in writing or consent sent by the Recipient via e-mail to the e-mail address of the Supplier indicated in the Agreement/Order.

These GTCs shall be delivered to the Customer prior to the conclusion of the Agreement pursuant to Article 384 § 1 of the Polish Civil Code, at the latest when the first Order is placed. Apart from the written form, the GTC also have an electronic form, which is made available to the Recipient before concluding the Agreement by adding an access path in each Order / Agreement in such a way that the Supplier can store and reproduce the template in the ordinary course of activities.

If the Customer remains in regular business relations with the Customer, the acceptance of the GTC at the first Order shall be deemed to be their acceptance for all other Orders until their content is changed or cancelled.

- 2. Orders.** The recipient submits an Order to the Supplier by a person authorized to act in writing or by e-mail. The Supplier by a person authorized to act confirms immediately, no later than within 3 working days, the implementation of the Order within the period indicated in the Order. If it is not possible for the Order to be executed within the period specified in the Order, the Supplier informs the Recipient and the Recipient decides whether he cancels the Order or accepts a later date of Order execution.

If the Supplier does not refuse to accept the Order for execution within 3 calendar days from the transfer of the Order, it shall be treated as acceptance of the Order for

execution on the date indicated in the Order with the consequences of possible delays in the delivery of goods or services.

- 3. Delivery.** Whether the delivery was made on time or not shall be determined on the basis of the date of receipt at the place designated by the Recipient. The Supplier must immediately inform about any foreseeable delay of the delivery or service, as well as about any deviation from the agreed quality and must obtain the decision of the Recipient. Acceptance/collection of a delayed delivery or service by the Recipient does not constitute a waiver of any rights of the Mondi Group, in particular but without limitation to claims for damages.

Delivery shall take place in accordance with the specification given in the Order together with current certificates, permissions, attestations and other documents for goods or services required by the Recipient and legal regulations. Detailed requirements concerning delivery documentation may be specified in the Order or in a separate agreement.

Place and date of delivery are indicated in the Order. Invoices and delivery documents should be marked with the Recipient's Order number. Partial delivery shall not be considered as proper performance of the Agreement/Order, unless the Parties allow for partial performance during the term of the Agreement/Order.

- 4. Force majeure.** Neither Party shall be liable for any delay or non-performance of the agreement to the extent caused by force majeure. Force majeure shall be understood as external events beyond the control of the Parties and unforeseeable, such as in particular: war, fire, flood, traffic restrictions of supra-regional nature, social disasters or catastrophes of structures or buildings. In the event of force majeure, the Party which obtained such information shall immediately inform the other Party about its inability to perform its obligations under the agreement and agree with the other Party to take possible measures to remove the effects of force majeure. The Parties shall then agree on the suspension of the agreement or its termination. The burden of proof of non-performance of an obligation due to force majeure shall be borne by the Party that invokes the force majeure.
- 5. Price, delivery, risk transfer.** Unless otherwise agreed, prices are free at the place of delivery (DDP Incoterms 2020), including packaging. The supplier shall bear all costs arising from or related to the importation of goods, in particular VAT. The price includes all costs, including transport, insurance, customs and any other charges, unless otherwise agreed by the parties. Unforeseen, additional costs related to the proper performance of the Order shall be charged to the Supplier, unless the Parties have agreed otherwise. The Recipient decides on the method of transport. The risk passes at the place of taking over the delivery specified by the Recipient.
- 6. Payment.** Unless agreed otherwise, payment shall be made within 60 days from the date of receipt of the invoice by the Recipient, except that the payment of the invoice is conditional on proper delivery/service performance.

The date of payment of the invoice is the date on which the Recipient's bank account (Mondi Świecie S.A.) is debited.

- 7. Returns and complaints.** If the goods/services delivered by the Supplier are:
- not in accordance with the quality specification and/or specified in the Order and/or not in accordance with the quality standards resulting from the

applicable legal regulations and/or not in accordance with the quality standards otherwise agreed upon by the parties,

- Packaged not in accordance with the contract/Order conditions,
- Delivered late
- delivered in less than the quantity Ordered, unless the Parties have agreed so,

- The Recipient has the right to refuse them. The Customer shall notify the Supplier about the refusal to accept the delivery in the complaint protocol.

The complaint protocol is sent to the Supplier by e-mail or post. The Supplier is obliged to consider the complaint within the period not longer than 5 working days from the date of receiving the complaint document and send the answer via e-mail or post to the Recipient or a person appointed by the Recipient to contact the Supplier. Lack of the Supplier's position towards the submitted complaint within 5 days from the date of receiving the complaint document is equivalent to its recognition. In case of accepting the complaint, the Supplier is obliged to collect the defective delivery within the period not longer than 14 days and deliver the goods/services free from defects. If the Supplier does not take over the defective delivery within the specified time limit, the Customer shall return it at the expense and risk of the Supplier and shall charge the Supplier with possible storage costs.

- 8. Warranty, guarantee, liability, contractual penalties.** Warranty for physical defects is not excluded. The Supplier grants the warranty, according to the Order, for the period not shorter than 24 months from the collection of the delivery/service by the Customer, unless agreed otherwise. Regardless of any other rights, the Recipient is entitled under the guarantee to demand, at his own choice, a replacement delivery, removal of defects or an appropriate price reduction.

In urgent cases (e.g. to avoid disruptions in production), the Customer is entitled to rectify the defects himself, at the Supplier's expense and without setting an additional deadline. The Supplier shall bear the costs and risk of returning the defective items from the delivery. The claims referred to above shall be time-barred according to the Civil Code.

The Supplier shall be liable for damages caused to the Customer in connection with non-performance and/or improper performance of the Order up to the full amount of the damage, which shall also be deemed to be the necessity to re-Order and to buy or Order a service from another supplier.

For documented costs related to non-performance and/or improper performance of an accepted Order, the Recipient shall issue the Supplier with a debit note with the payment deadline of 30 days, after which, in case of non-payment, he shall refer the case to court proceedings.

In case of delays on the part of the Supplier, a contractual penalty will be charged for each day of delay in the execution of the Order in the amount of 0.5% of the net sales price of the delayed Order of goods/services. The contractual penalty shall be payable on the basis of a debit note submitted together with a request for payment within 14 days. The contractual penalty is independent of the Supplier's negligence and does not require the Recipient to prove actual damage. Acceptance of a delayed delivery/service shall not constitute a waiver of any rights by the Recipient, in particular, claims for damages.

9. Intellectual property. The Supplier guarantees that the items delivered are free of third party rights and will indemnify the Recipient against third party claims in respect of infringements of intellectual property rights, as well as cover the documented costs of legal defence (including court fees, legal advice and representation costs). If the third party prohibits the Recipient from manufacturing and/or delivery due to infringements of property rights, the Supplier shall compensate the Recipient for any damage that results from this and either obtain a permit/licence from the owner of the intellectual property rights or take back the delivered goods and cover the costs related thereto.

10. Product liability. Insurance, security rules. The supplier is responsible for the product due to defects in the product delivered by him. It will bear all costs resulting from this, including the cost of any legal process or necessary remedial action/recovery of the defective product and will take out appropriate product liability insurance. The supplier will insure itself against liability for any loss, damage, death or personal injury that may occur in connection with the Order. The insurance is obligatory and the Supplier undertakes to present a paid policy together with the General Insurance Terms and Conditions applicable to the policy at the Customer's request.

The supplier is responsible for all its employees and other entities working on its behalf in connection with the Agreement/Order.

Mondi's standards, including any applicable safety rules in force at the Buyer's plant (attached to the Order in question) have been recognized by the Supplier and the Supplier undertakes to comply with these rules and impose this obligation on its employees, officers and any other persons acting on behalf of the Supplier. The Supplier indemnifies the Recipient from liability for any damage caused by the Supplier's employees or third parties.

11. Compliance with competition rules and business integrity. The Supplier acknowledges and confirms that the strictest observance of cartel law is an important basis for business relations with the Recipient and that the breach of cartel law by the Supplier may cause serious damage to the Recipient.

If the Commission of the European Union or any competent national authority finds that the Supplier has infringed EU or national antitrust law in connection with an Order or similar products, in particular in connection with illegal conduct or agreements or illegal exchange of data with competitors, the Customer shall be entitled to terminate with immediate effect all contracts with the Supplier, including any open Orders, by excluding any compensation or claim by the Supplier in this respect.

Supplier may not engage in any form of corrupt practices, including extortion, fraud, impersonation, false statements or bribery. Supplier hereby acknowledges that all Mondi employees are required to comply with Mondi's Business Integrity Policy ("Mondi Group Business Integrity Policy"), which is communicated upon request and declares that it will fully comply with it and will refrain from posing any threat to its compliance. In addition, Supplier shall immediately report to Mondi any inappropriate requests from Mondi Group employees.

In the event of doubt about any behaviour or activity that may interfere with Mondi's business ethics and principles (available at

<https://www.mondigroup.com/en/corporate-governance/corporate-governance-code/>) and in the event of any (actual or potential) breach of any EU law, including but not limited to breaches of environmental, data protection, product safety or food safety legislation, Mondi's confidential reporting tool "Speakout" may be used by business partners, employees or other Mondi stakeholders. You can use the country-specific Speakout helpline (see <https://www.mondigroup.com/en/corporate-governance/speakout/speakout-hotlines/>) or you can email the report to mondi@getintouch.com. All reported concerns and incidents will be treated seriously and with the utmost confidentiality. More information on Speakout can be found at <https://www.mondigroup.com/en/corporate-governance/speakout/>.

12. Providing of materials. The materials or parts supplied by the Recipient shall remain the property of the Recipient. In such a situation, the Recipient shall be the co-owner of the products which have been manufactured using his materials and parts, according to the value of the materials supplied, respectively to the value of the whole product which the Supplier will supply.

13. General Supplier Quality Requirements and Code of Conduct for Suppliers. The Supplier shall comply with all requirements as provided in the "General Supplier Quality Requirements" ("GSQR") of Mondi as available under: <https://www.mondigroup.com/en/suppliers/>. The supplier shall also comply with the requirements stated in "Mondi's Code of Conduct for Suppliers" as available under: <https://www.mondigroup.com/en/suppliers/>.

14. Export Control. The supplier confirms that

- it complies with all applicable provisions of national and international (re-) export controls (meaning and including, but not limited to, the (re-) export regulations of the Republic of Austria, the European Union (EU), the United Kingdom (UK) and the United States of America (US) ("Export Controls");
- neither the supplier nor any of its affiliates is, or is owned directly or indirectly or controlled by, a Sanctioned Person (meaning any person or entity that is listed on any EU / US / UK sanctions list or owned or controlled by such person or entity – "Sanctioned Person"), and no officer or director nor any employee, agent, representative or affiliate of the supplier and its subsidiaries, is a Sanctioned Person;
- the supplier, its affiliates, subsidiaries, respective directors and officers and their respective employees, are acting in compliance with applicable EU / US / UK sanctions (meaning any economic or financial sanctions laws, regulations or trade embargoes imposed, administered or enforced by the EU, US or UK – "Sanctions") in all material respects and are not engaged in any activity that would reasonably be expected to result in the supplier and/or Mondi Group being designated as a Sanctioned Person or otherwise violate any Sanctions or Export Controls;
- the supplier will inform us immediately in writing if the supplier, and/or any of its affiliates or subsidiaries, becomes a Sanctioned Person or has violated any Export Controls or Sanctions.

The Supplier undertakes to

- make itself sufficiently aware of the facts relevant for compliance with Export Controls and Sanctions. The Supplier shall also provide the Recipient with the information necessary for Export Controls and Sanctions compliance assessment;
- indemnify and hold us and any of our affiliates harmless for and against all damages we might suffer, including, but not limited to, claims, suits, fines or any

official procedures raised or instituted against us or any of our affiliates, in connection with acts or omissions of the supplier or any of its affiliates that may arise out of or in connection with supplier's breach of any of the Export Controls or Sanctions.

The Recipient is entitled to terminate any business relationship and cancel any obligations towards the supplier with immediate effect if the supplier, or any of its affiliates or subsidiaries, becomes a Sanctioned Person or violates any Export Controls or Sanctions.

- 15. Tools, forms, templates/ templates.** Tools, forms, templates, models, profiles, drawings, test requirements, standard specifications, templates and training materials provided by us, along with items subsequently manufactured, may neither be passed on to third parties without our written consent nor be used for purposes other than those agreed. They shall be secured against unauthorized inspection and use. With further rights being reserved, we shall be entitled to demand their return if the supplier breaches its obligations.
- 16. Confidentiality.** The Supplier shall not make available to third parties the information obtained from the Recipient during the term of the contract and shall use the information obtained only for the execution of Orders that have been placed. Products manufactured on the basis of the Customer's designs, such as drawings and models, or with the use of confidential specifications of the Customer or tools (including tools manufactured under the license) cannot be used by the Supplier itself and cannot be offered or delivered to third parties.
- 17. Spare parts to meet continuous demand.** The supplier undertakes to supply spare parts at reasonable prices for a period of at least 10 years after the completion of production shipments in series.
- 18. Assignment of accounts receivables.** Assignment of receivables shall only be allowed after obtaining the written consent of the Recipient.
- 19. Court of jurisdiction, applicable law.** All Agreements/Orders between the Recipient and the Supplier shall be governed by Polish law. The Customer and the Supplier, in case of any disputes, shall strive for an amicable settlement without involving courts and other authorities. In case when within 30 calendar days from the moment the disputable issue arises, the parties do not reach an agreement, the court competent for the settlement shall be the court competent for the Recipient's seat.
- 20. Final provisions.** In the event that individual provisions of these General Terms and Conditions of Contracts prove to be contrary to the applicable law or are found to be invalid or ineffective by decision of a competent court, the validity and effectiveness of the remaining provisions shall not be affected. In such a case, the parties undertake to amend the provision accordingly with the prior intention.

These GTCs are available on the website of the Recipient:

<https://www.mondigroup.com/media/11959/general-purchasing-terms-and-conditions-in-mondi-%C5%9Bwiecie-sa.pdf> and come into force on 01.05.2020